

COURT'S PUBLIC ACCESS NETWORK (CPAN)

Subscription Internet access

Monthly fee reduced to \$25 per connection

Fairfax County Circuit Court - 4110 Chain Bridge Road, Fairfax, Virginia 22030

**FAIRFAX COUNTY CIRCUIT COURT
FAIRFAX, VIRGINIA**

Court's

Public

Access

Network

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FAIRFAX COUNTY CIRCUIT COURT

FAIRFAX, VIRGINIA

INTRODUCTION

This package describes the information accessible through the Court's Public Access Network (CPAN). It also describes the hardware and software your organization will need and your responsibilities should you decide to participate.

If you wish to become a CPAN subscriber, complete the attached APPLICATION FOR CPAN and SUBSCRIBER AGREEMENT. Upon receipt of your completed application and agreement, we will initiate the enrollment process. The signed subscriber's agreement must be returned before your enrollment can be completed.

* * * * *ATTENTION* * * * *

CPAN is accessed via the Internet. A static IP address must be obtained from your Internet service provider for each PC you plan to use for CPAN access. Your application cannot be processed without the required static IP address(es).

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If you have questions, you may call the Circuit Court Information Systems staff at (703) 246-2366 or send email inquiries to ccrhelp@co.fairfax.va.us.

Thank you for your interest in CPAN.

INFORMATION AVAILABLE THROUGH CPAN

Civil (Law & Chancery) Information

Consists of case information (case number, date filed, plaintiff & defendant names, pleadings filed, orders entered, and scheduled hearing date) for all pending law & chancery cases. Information is accessed using a case number, or the name of defendant or plaintiff, and is available from filing date until case has been closed for one year.

Civil & Criminal Service Information

Contains information necessary to track all service papers delivered or served by a Virginia Sheriff for all civil (law & chancery) cases. Information includes name, address, type of service, hearing date, who served papers, date papers were served, and how they were served (to the individual in person, to a family member, posted at their residence, etc). This information is accessed using a case number or name and is available from filing date until case has been closed for 1 year.

General District Court Civil/Small Claims Information

Contains case information including case docket number, date filed, plaintiff and defendant names, type of action, hearing dates, Bill of Particulars and Grounds of Defense dates filed and due dates, and case disposition for all active Civil and Small Claims cases in the Fairfax County General District Court.

Real Estate Assessments

Consists of information from current and January 1 Land Master File containing land description, improvement characteristics, and ownership data for all properties in Fairfax County. This information can be accessed by property number, owner name, or subdivision name. Real Estate Accounts Receivable information is also available.

Delinquent Real Estate Tax Information

Contains a list of all delinquent real estate tax records by owner. Information includes up to 17 years of delinquent real estate tax information (owner name, address, map reference number, property description, tax year, and tax due), the ability to calculate total payment due (including penalty & interest), and payment history information.

Plan & Agreement Monitoring System

Information on plans, grading plans, plan revisions, waivers, agreements, and use permits. This information can be accessed via lists arranged in various sequences, including project name, map number, plan number, waiver number, agreement number, and address.

INFORMATION AVAILABLE THROUGH CPAN (continued)

CARS (Courts Automated Retrieval System) which includes the following:

Record Type	Index Data/Images	Date Range	Book #
Land Records	Document Images	1947 - Present	505 and up
Land Records	Index Data	1980 - Present	5391 and up
Land Records	Index Book Images	1947 - 1979	527 - 5390
Judgements	Document Images	Sept 18, 2000 - Present	75 and up
Judgements	Index Data	1985 - Present	75 and up
Charters	Document Images	Apr 2000 - Present	400 and up
Charters	Index Data	1979 - Present	174 and up
Finance	Document Images	Apr 2000 - Present	
Finance	Index Data	1979 - Present	
Marriage License	Document Images	Apr 2000 - Present	112 and up
Marriage License	Index Data	1984 - Present	63 and up
Trade Names*	Document Images	Apr 2000 - Present	81 and up
Trade Names	Index Data	1979 - Present	39 and up
Notaries	Document Images	Apr 2000 - Present	
Notaries	Index Data	July 1980 - Present	

*Trade Names also known as Fictitious Names

MINIMUM PC CONFIGURATION REQUIRED

In order to participate in the Court's Public Access Network (CPAN), the subscriber organization must own an IBM-compatible personal computer (PC). At the minimum, the organization's PC configuration must include the following:

Hardware and Software

1. IBM-compatible PC - A Pentium class processor with a minimum of 32 MB of random access memory (RAM) is recommended. (A 486 may be acceptable, but processing of the large image files will be very slow.)
2. Display monitor – 15-inch minimum. We recommend 17-inch to 21-inch SVGA monitor for ease in viewing land records images. Also, we recommend a display resolution of 1280 x 1024 which may require a newer video card.
 - For users with occasional need to view Land Records instrument images or just the mainframe portion of CPAN, a 15-inch monitor should be acceptable.
 - For users with frequent need to view the images, a 17-inch monitor should be acceptable.
 - For users with a continual need to view images daily, a 21-inch monitor with 8 MB of video RAM should be your choice.
3. A high speed modem
4. Should printing be desired, an IBM-compatible printer and printer cable
5. Windows 95/98 with a web browser to access the system. Both Microsoft Explorer and Netscape Navigator are free downloads from their respective web sites. Windows 95/98, the installed operating system on most new computers, includes Microsoft Explorer.

Anything less than the above listed equipment will make participation in CPAN impossible. It is the subscriber organization's responsibility to obtain personal computer equipment that sufficiently matches the list above. It is also the subscriber's responsibility to determine that their PC components, especially printers, are directly supported by the Windows 95/98 communications software.

COMMUNICATIONS CONFIGURATION

Connection to CPAN will be done through Internet access. Subscribers will need a *static IP address* that can be obtained from their Internet Service Provider (ISP). A static IP address will be required for each computer that will access CPAN.

Fairfax County will grant permission for the subscriber's static IP addresses to access and connect to the following:

Land Records access at <https://cpan.co.fairfax.va.us> on port 443, and

The remainder of the current CPAN, using County furnished TN3270 protocol software, at ffxvmisp.co.fairfax.va.us on port 23

No other connections will be permitted.

Communications Software

Each customer will establish the appropriate dial-up or network connection to an Internet Service Provider using the communications capabilities of Windows 95/98. Fairfax County will provide to each CPAN subscriber a copy of:

1. TN3270 communications software (MochaSoft), and
2. An image viewer (TiffSurfer)

These files are Windows versions only and are available as downloadable files from the CPAN web site. On-line help is available for CPAN. An enrollment package containing assigned USERID and password will be mailed to new subscribers.

MISCELLANEOUS REQUIREMENTS AND INFORMATION

LOCAL AREA NETWORKS AND MULTIPLE WORKSTATIONS

Multiple workstation access to CPAN at a single subscriber site over a subscriber's Local Area Network system is not supported. A subscriber may choose to use a local peer network environment to distribute a remote communications session to varying workstations at the site, but Fairfax County will only be responsible for establishing individual static IP connections for each subscriber initiated call.

CUSTOMER SUPPORT

Fairfax County Circuit Court will provide limited customer support in the following areas:

1. Assistance in initial connection to the Web site. We will not assist you in connecting to your Internet Service Provider.
2. Questions regarding system availability.
3. Questions about connecting additional computers (using your supplied static IP addresses).
4. Printing questions.
5. Revoked USERIDs.

SUMMARY OF REQUIREMENTS

The following is a summary of the responsibilities of the subscriber and the County.

Your responsibility:

1. to apply for access from the Circuit Court
2. to purchase and/or upgrade all equipment necessary to sufficiently match the PC configuration listed on the 'Minimum PC Configuration Required' page
3. To acquire Internet Service and establish connection to the provider's home page.
4. to obtain a static IP address from your Internet Service Provider for each PC to be connected to CPAN

County's responsibility:

1. to provide USERID access code and password
2. To provide CPAN users manual, TN3270 and image viewer software via downloadable files.

NOTE:

Before being connected to CPAN, your organization must sign a Subscriber agreement for Computer Services. This agreement will describe in detail the relationship between your organization and the County as it pertains to CPAN. Additional responsibilities will be listed therein.

DESCRIPTION OF CHARGES

The following sample provides a detailed explanation of the quarterly CPAN bill. A bill will be mailed to your organization quarterly.

Sample Quarterly Bill			
Amounts shown on this sample bill reflect <i>three month's charges</i> for two connections.			
PC Connection	Clerk's Fee	a)	\$ 75.00
One Additional Connection			75.00
Total Charges for current quarter			b) 150.00
*** UNPAID FROM PREVIOUS BILL ***			0.00
c) PLEASE PAY			\$ 150.00

a) Monthly charges: \$25 for first connection, \$25 for each additional connection
b) This is the amount due for the billing quarter
c) This is the full amount due

**APPLICATION FOR CPAN
(COURT'S PUBLIC ACCESS NETWORK)**

1. Subscriber Name: _____

2. Address/Location (include suite, floor numbers):

3. Contact Person: _____ Telephone: (____) _____
Title: _____

4. E-Mail and Mailing Addresses

E-Mail Address: _____

Mailing Address (for billing purposes): _____

5. Indicate number of connections:

6. Complete the checklist below for each personal computer you will use for CPAN access:
Use continuation sheet(s) for other personal computers as necessary.

a. PC (IBM compatible Pentium Class with minimum of 32 MB RAM)

Make: _____ Model: _____

Monitor: _____ Printer: _____

b. Communications:

***Static IP address(s) to be used:** _____

Modem Brand: _____ Speed: _____

Browser Software Brand and Version: _____

c. Disk Operating System (Windows 95 or Better): _____

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**Application will not be processed without required static IP address*

Signature: _____ **Date:** _____
Title: _____

The completed application and agreement should be sent to:

Circuit Court and Records
ATTN: System Division
4110 Chain Bridge Road
Fairfax, Virginia 22030

SUBSCRIBER AGREEMENT FOR COMPUTER SERVICES

THIS AGREEMENT is made and entered into as of this _____ day of _____, _____, by and between the Fairfax County Circuit Court Clerk's Office (hereinafter "Clerk's Office") and _____, (hereinafter "Subscriber").

TERMS AND CONDITIONS OF AGREEMENT

1. TERM OF AGREEMENT

It is the intent of both parties to participate in a remote access program to commence on or about the _____ day of _____, _____, and to continue until terminated as provided herein.

2. SUBSCRIBER OPTIONS

The Clerk's Office provides one subscriber option:

An on-line database system providing basic remote access to all the indexes and images shown in Attachment B.

3. DAYS AND HOURS OF OPERATION

The subscriber shall be able to access an on-line data base system (hereinafter "CPAN"), as follows:

Monday through Friday, from 7:00 a.m. to 6:30 p.m. except:

- a. On Fairfax County (hereinafter "County") or Circuit Court holidays;
- b. For periods of preventive maintenance;
- c. For such other periods of remedial maintenance as may be required.
- d. **Land record images and indexes (CARS) will be available seven days a week, at least 20 hours per day, except:**
 1. On Fairfax County (hereinafter "County") or Circuit Court holidays;
 2. For periods of preventive maintenance;
 3. For such other periods of remedial maintenance as may be required.

Please note that the hours of availability vary because CARS land record documents and indexes are stored on a database maintained and operated by the Clerk's Office. All other information is stored and maintained on the County's mainframe.

County and Clerk's Office management reserve the right to reduce CPAN service levels during unusual circumstances such as, but not limited to, "brown-outs," emergency production requirements mandated by law or to accommodate County production requirements, intrusions against security regulations, and adverse operational impacts beyond the control of County management.

4. MONTHLY CHARGES

The fee for the Subscriber Plan is a flat rate of \$25.00 per month for the first computer connection and \$25.00 for each additional connection. The monthly charges provided for in this agreement commence on the effective date stated on the face hereof and will be invoiced quarterly. Payment shall be made in full within thirty (30) days after receipt of invoice. If this agreement is effective with respect to any service for less than a full calendar month, charges shall be prorated on a daily basis.

The Clerk's Office reserves the right to suspend or terminate service to the Subscriber if the Subscriber's invoice is not paid within thirty (30) days after receipt of invoice; however, if suspended or terminated, the Subscriber is not relieved from the obligations set forth in this agreement, up to and including the date upon which the service is discontinued.

All charges specified in Schedule A are those currently in effect and are subject to change. If charges relating to remote access are specifically allowed in the Code of Virginia, any legislative changes, additions or deletions shall automatically become a part of this contract as of the effective date of said legislative changes. Subscriber has the option of terminating this agreement in accordance with Section 14.

If any overcharges occur due to rate adjustments, Subscriber shall receive a credit for such overcharge. Such credit shall only be available to Subscribers who have not terminated service at the time such credit is declared.

5. SERVICES

- a. The Clerk's Office or its agents will provide the Subscriber with inquiry-only access to an on-line data base system as listed on Schedule B.
- b. The Clerk's Office, its employees or agents will assume responsibility for:
 - (1) Providing the Subscriber with the current CPAN operations and instruction manual on the Circuit Court's Web Page:
<http://www.co.fairfax.va.us/courts/circuit/homepage.htm>
 - (2) Providing the Subscriber with limited consultation, via telephone, on specific problems that arise in the use of CPAN. However, the Clerk's Office does not guarantee consultation results nor warrant or represent that all errors or problems will be corrected.

6. SUBSCRIBER'S OBLIGATIONS

- a. It is the responsibility of the Subscriber to purchase the computer hardware and software and/or make any modifications to their existing equipment which are necessary to effect access to CPAN.

- b. The Subscriber will be responsible for assuring the proper use, management and supervision of the machines and programs, audit controls, operating methods, office procedures, and for establishing the necessary controls over access to data.
- c. The Subscriber is responsible for ensuring that its location and/or its computer (s) are not used by unauthorized personnel to access information from CPAN. Unauthorized personnel for the purposes of this contract shall be any person or entity other than the Subscriber or its employees.
- d. The subscriber is responsible for the payment of all fees incurred through or from its location(s) or computer (s), whether said access is authorized or unauthorized, and all other obligations under this agreement.
- e. Information accessed from CPAN is for the use of the Subscriber in the ordinary course of its business.
- f. The Subscriber is responsible for ensuring that CPAN'S USE BY ITS EMPLOYEES IS CONDUCTED IN A PROPER AND LEGAL MANNER. If the Subscriber or one of its employees is convicted of a crime, including but not limited to, a violation of the Virginia Computer Crimes Act (Section 18.2-152.1 of the Code of Virginia), arising out of their use of CPAN, the Clerk's Office shall have the right to terminate this agreement immediately. This shall not be construed as prohibiting the Clerk's Office from pursuing any other remedy available to it for such breach.

7. LIMITATION OF LIABILITY

- a. It is acknowledged by the Subscriber that the information to be accessed through CPAN, except land related documents and indexes, is maintained and stored in a mainframe computer which is owned and operated by the County of Fairfax. The land record documents and indexes are stored and maintained in the Clerk's Office database system. The Subscriber hereby relieves and releases the Clerk's Office, its employees or agents from liability for any and all damages resulting from interrupted service of any kind, except for damage caused by gross negligence or willful misconduct. The Subscriber further relieves and releases the County of Fairfax, its Board of Supervisors, officers, employees, and agents from liability for any and all damages resulting from interrupted service of any kind, except for damage caused by gross negligence or willful misconduct.
- b. The Subscriber hereby relieves, releases, indemnifies, and holds harmless the County of Fairfax, its Board of Supervisors, officers, employees, and agents of any liability for any and all damage resulting from incorrect data or any other misinformation accessed from this service. The Subscriber relieves, releases, indemnifies, and holds harmless the Clerk's Office, its employees and agents of liability for any and all damages resulting from incorrect data or any other misinformation accessed from this service.
- c. The Subscriber agrees that the Clerk's Office, its employees or agents shall not be liable for negligence or lost profits, resulting from any claim or demand against the Subscriber by any other party.

- d. No action, regardless of form, arising out of the transactions under this Agreement, may be brought by either party more than one (1) year after the cause of action has accrued, except that an action for nonpayment may be brought at any time permitted by law.
- e. The Subscriber agrees that the Clerk's Office, its employees' or its agents' liability hereunder for damages, regardless of the form of action, shall not exceed One Thousand Dollars (\$1,000.00).
- f. In no event will the Clerk's Office, its employees or its agents be liable for consequential damages even if the Clerk's Office has been advised of the possibility of such damages.
- g. It is acknowledged by the Subscriber that the County of Fairfax, its Board of Supervisors, officers, employees or agents are not a party to this agreement and that the County shall incur no liability hereunder.
- h. This agreement creates no rights or privileges that are enforceable by anyone not a party to this agreement.
- i. The information or data accessed by Subscriber may or may not be the official governmental record required by law. In order to assure the accuracy of the data or information, the Subscriber should consult the official governmental record.
- j. Nothing in this agreement shall be construed as waiving the sovereign or governmental immunity of the Clerk of the Court, the County of Fairfax, the Board of Supervisors, or their respective officers, employees, and agents.

8. WARRANTIES

Neither the Clerk's Office, its employees, or agents nor the County of Fairfax, its Board of Supervisors, employees or agents expressly or impliedly warrant that the information or data accessed by Subscriber is accurate or correct. There are no expressed or implied warranties in connection with this service.

9. ASSIGNMENT

The Subscriber agrees not to assign any right or interest in this agreement. Any attempt by the Subscriber to transfer by any means, any of the rights, duties, or obligations of this agreement is null and void.

10. GOVERNING LAW

This agreement and/or any dispute arising therefrom shall in all respects be governed by and interpreted in accordance with the applicable law of the Commonwealth of Virginia.

11. ENTIRE AGREEMENT

This agreement contains the entire understanding of the parties, there being no promises, warranties, or undertakings, written or oral, other than those expressly set forth herein. Furthermore, no modifications, alterations or amendments to this agreement shall be valid unless in writing, and signed by all parties, except as otherwise provided herein.

12. ATTACHMENTS

The attachments referred to in the body of this contract are an integral part of this agreement and reference to this agreement shall be deemed to include all the attachments.

13. NOTICE

Any notice or written communication of any kind required or desired to be given or sent pursuant to the terms hereof shall be delivered in person or mailed postage prepaid by certified or registered mail.

14. TERMINATION

- a. This agreement may be terminated without cause by either party on fifteen (15) days written notice to the other. Subscriber remains responsible for payment of charges for services rendered or obligations incurred.
- b. This agreement may be terminated by the Clerk's Office for Subscriber's failure to comply with the terms of this agreement, failure to make payments of charges, or breach of agreement.
- c. This agreement shall be terminated immediately if the Board of Supervisors of Fairfax County fails to appropriate and continue funding for the services provided under this agreement. Subscriber acknowledges that the Clerk's Office has no control over the amount of appropriations, if any, that the Board of Supervisors will provide for continuation of the services under this agreement.
- d. This agreement may be terminated as otherwise specified.

15. SEVERABILITY

If any provision (or part thereof) of this agreement is found to be invalid, then it shall be stricken and have no effect. The remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first written above.

SUBSCRIBER

By

FAIRFAX COUNTY CIRCUIT COURT

CLERK'S OFFICE By

Signature

Signature

Printed/Typed Name

Printed/Typed Name

Title

Title

Date

Date

SCHEDULE A
CPAN PRICING SCHEDULE

SUBSCRIBER PLAN

Monthly Charges:

First - Clerk's fee	<u>\$25.00</u>
Total	\$25.00

Each additional connection	\$25.00
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ATTACHMENT B

DATA AVAILABLE VIA CPAN	Mainframe (Indexes)	(Images & Indexes)
CLERK S OFFICE		
Civil Master File	X	
Civil Name Index	X	
Land Master File		X
Land Name Index		X
Service Master File	X	
Service Name Index	X	
Judgment Master File		X
Judgment Name Index	X	
Financing Statement Master File		X
Financing Statement Name Index		X
Charter Master File		X
Charter Name Index		X
Marriage License Master File		X
Marriage License Name Index		X
Trade Name* Master File		X
Trade Name Index		X
Notary Master File		X
Notary Name Index		X
Probate Master File		Future Access
Probate Name Index		Future Access

*Trade Name also known as Fictitious Name

OFFICE OF ASSESSMENTS

Current Real Estate Land Master File	X
Parcel Owner Name	X
Real Estate Land Master File 1/1988	X
County Subdivision File	X

OFFICE OF FINANCE

Real Estate Accounts Receivable File	X
Real Estate Accounts Receivable Transaction File	X
Delinquent Real Estate Tax Master File	X
Delinquent Real Estate Tax Name	X

DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

Plan & Agreement Address Master File	X
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GENERAL DISTRICT COURT

Civil Case Information	X
Small Claims Information	X